

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEBRASKA

IN RE:)	CASE NO. 11-81841
)	CHAPTER 7
)	
RAYMOND RUSSELL ROBERTS and)	
LORELLE LEA CARR,)	MOTION FOR RELIEF
)	<u>FROM AUTOMATIC STAY</u>
Debtors.)	

COMES NOW the applicant, CitiMortgage, Inc. ("CitiMortgage"), and in support of its Motion to obtain relief from the automatic stay of 11 U.S.C. Section 362(a) to allow it to proceed with foreclosure proceedings in Douglas County, Nebraska, shows the Court as follows:

JURISDICTION

1. This action is brought pursuant to 11 U.S.C. Section 362 and Bankruptcy Rules Nos. 4001 and 9013.
2. The above-named debtors filed this proceeding for relief under Chapter 7, Title 11 U.S.C., on or about July 18, 2011.

DEBT AND SECURITY

3. On June 5, 2009, Lorelle L. Carr and Raymond R. Roberts, executed and delivered to First Mortgage Company LLC, a promissory note in writing in the sum of \$193,559.00, together with interest as more particularly set forth in such note.
4. On June 5, 2009, Lorelle L. Carr and Raymond R. Roberts, wife and husband, to secure payment of such promissory note, executed and delivered to John Q. Bachman, as Trustee, for Mortgage Electronic Registration Systems, Inc., solely as Nominee for First Mortgage Company LLC, Beneficiary a certain deed of trust, conveying certain real estate commonly known as 16016 Fowler Avenue, Omaha, Nebraska. Such deed of trust was recorded in the Office of the Register of Deeds of Sarpy County, Nebraska.

5. On or after the date of the recording of such deed of trust, debtors became the record owners of such real estate. CitiMortgage, Inc. is the holder of the note and owner of the beneficial interest in the deed of trust.

DEFAULT

6. The debtors made some payments on the obligation described above but have failed, refused and neglected to make all payments due and owing to CitiMortgage and are delinquent for the payments due from and after June 1, 2011.

7. As a result thereof, there is presently due and owing on the note and deed of trust the principal amount of \$188,211.56, plus interest at the rate of 5% per annum and other related charges.

BASIS FOR RELIEF FROM STAY

8. Debtors do not have any equity in and to said real property.

9. Debtors have not afforded adequate protection to the applicant to protect its interest in said property.

WHEREFORE, CitiMortgage prays that upon hearing of this matter, it be awarded relief from the automatic stay of 11 U.S.C. Section 362(a), that Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure be waived to allow it to immediately proceed with foreclosure proceedings in Douglas County, Nebraska, that it be allowed to provide debtors with information regarding a potential Forbearance Agreement, Loan Modification, Refinance Agreement or other loss mitigation agreements, and may enter into such agreements with the debtors without notifying the Trustee and without further Order of the Court, that its attorney fees and costs in connection with this Motion in the sum of \$700.00 be approved by the Court, that it be allowed to send all communications including but, not limited to, Notices required by state law, sent by creditor in connection with proceeding against the property directly to the debtors and that it be allowed to perform property preservation services on the above-referenced property.

CITIMORTGAGE, INC., Applicant

By: s/Eric H. Lindquist

Eric H. Lindquist, #18112

Eric H. Lindquist, P.C., L.L.O.

8712 West Dodge Road, Ste. 260

Omaha, NE 68114

Telephone: (402) 829-0400

Facsimile: (402) 829-0409

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing Motion for Relief from Automatic Stay was served upon debtors Raymond Russell Roberts and Lorelle Lea Carr at 16016 Fowler Avenue, Omaha, NE 68116, by regular United States mail, postage prepaid, upon their attorney of record, Joseph Zebrowski, upon the trustee, Richard D. Meyers and upon Patricia Fahey, U.S. Trustee, via electronic notification, this 22nd day of September, 2011.

s/Eric H. Lindquist

Eric H. Lindquist